

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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Docket No.:

LAW OFFICE OF WILLIAM PAGER, WILLIAM
PAGER,

Plaintiff,

-against-

STATE FARM INSURANCE COMPANY,

Defendant.

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NOTICE OF REMOVAL

**TO: THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

Pursuant to 28 U.S.C. §§ 1441 and 1446(a), Defendant STATE FARM FIRE AND CASUALTY COMPANY (“State Farm”), incorrectly sued herein as STATE FARM INSURANCE COMPANY, by and through its undersigned counsel, Rivkin Radler LLP, hereby gives notice of the removal of the above-captioned matter from the Supreme Court of the State of New York, County of Kings, where the action is now pending, to the United States District Court for the Eastern District of New York, and respectfully states as follows:

1. Plaintiff LAW OFFICE OF WILLIAM PAGER, WILLIAM PAGER (“Plaintiff”) commenced this action (the “Action”) against State Farm on August 31, 2023 in the Supreme Court of the State of New York, County of Kings, under Index No. 525398/2023, with the filing of a Summons and Complaint. Plaintiff served State Farm with the Summons and Complaint on September 27, 2023. Annexed hereto as Exhibit “A” is a copy of all process, pleadings, and/or Orders that have been filed in the Action and/or served upon State Farm, as required by 28 U.S.C. § 1446(a).

2. This Notice of Removal is being filed within thirty (30) days of the receipt of the Summons and Complaint by State Farm and therefore is timely filed pursuant to 28 U.S.C. §§ 1441, 1446(b).

3. Removal of this Action is proper because this is a civil action in which Plaintiff seeks monetary relief in excess of \$75,000.00 against State Farm and there is complete diversity within the meaning of 28 U.S.C. § 1332 between Plaintiff and State Farm.

4. Venue is proper in this United States District Court pursuant to 28 U.S.C. § 1446(a) because this Action is pending in Kings County, which is within the Eastern District of New York.

I.

Nature of the Case

5. The Action is of a civil nature in which Plaintiff seeks monetary relief against State Farm in connection with State Farm's handling of an insurance claim submitted by insured Edwin Morales under an insurance policy issued to him by Defendant. Plaintiff alleges the Policy provided for No Fault benefits and Uninsured/Underinsured Motorist benefits to the insured following an alleged auto accident on March 21, 2023. *See* Exhibit "A" at ¶¶ 7-9, 11-12.

6. Plaintiff alleges that it represented the insured as his attorney with respect to the aforementioned auto accident claim. *See* Exhibit "A" at ¶¶ 7, 10, 13, 17.

7. Specifically, Plaintiff alleges that State Farm breached its duty to Plaintiff by failing to include Plaintiff as a payee on the settlement check issued to the insured, despite having knowledge that it represented the insured at the time. *See* Exhibit "A" at ¶¶ 14-20.

8. Plaintiff is seeking damages in the sum of at least \$5,000,000.00. *See* Exhibit "A" at ¶ WHEREFORE.

II.

The Requirements for Removal Are Satisfied

A. Diversity of Citizenship

9. At the time Plaintiff filed this lawsuit and as of the date of this Notice, Law Office of William Pager was and is a citizen of the State of New York, as it is a business with an office in Brooklyn, New York. *See* Exhibit “A” at ¶ 2. Upon information and belief, Plaintiff is not a citizen of any other state or jurisdiction for purposes of 28 U.S.C. § 1332.

10. While the caption of the Complaint lists William Pager (presumably as an individual) the balance of the pleading refers only to a singular plaintiff. To the extent that William Pager, individually, is a plaintiff in this action, Defendant believes that he currently resides at 2564 National Drive, Brooklyn, New York 11234. This information is derived from the Pacer website, which contains a filing from William Pager in the case entitled *William Pager and Jenna Pager v. Chubb Group of Insurance Companies and Greater Northern Insurance Company*, Docket No. 1:21-cv-06156, in which he provides this Brooklyn address as his residence. (*See* Exhibit “B”) attached hereto. A review of on-line New York City records reveals that William Pager remains the deeded owner of that property. Upon information and belief, Plaintiff is not a citizen of any other state or jurisdiction for purposes of 28 U.S.C. § 1332

11. At the time Plaintiff filed this lawsuit and as of the date of this Notice, State Farm was and is a citizen of the State of Illinois because it is an Illinois corporation with its principal place of business in Illinois. *See* Exhibit “A” at ¶¶ 3-6; 28 U.S.C. § 1332(c)(1). State Farm is not a citizen of any other state or jurisdiction for purposes of 28 U.S.C. § 1332.

12. Accordingly, the diversity requirement of 28 U.S.C. § 1332(a)(1) is satisfied.

B. Amount in Controversy

13. As noted above, Plaintiff alleges damages in the sum of at least \$5,000,000.00. Thus, the amount claimed is in excess of the \$75,000.00 jurisdictional limit. *See* Exhibit “A” at ¶ WHEREFORE.

14. State Farm has therefore established that the amount in controversy requirement of 28 U.S.C. § 1332(a)(1) has been satisfied, and removal of this Action is proper.

III.

The Other Procedural Requisites for Removal are Satisfied

15. Removal is timely under 28 U.S.C. § 1446(b) because the Summons and Complaint is the first pleading, motion, order, or other paper from which it could be ascertained that this Action is one which is or has become removable.

16. Plaintiff served State Farm with the Summons and Complaint on September 27, 2023. *See* Exhibit “A”. This Notice of Removal is being filed on October 17, 2023 and, thus, is timely. *See* 28 U.S.C. § 1446(b)(1).

17. State Farm will give written notice to Plaintiff (through its counsel) of the filing of this Notice of Removal, as required by 28 U.S.C. § 1446(d).

18. State Farm will file a copy of this Notice of Removal and a Notice of Filing the Notice of Removal with the Clerk of the Supreme Court of the State of New York, County of Kings, as required by 28 U.S.C. § 1446(d).

19. Thus, State Farm has satisfied the requirements for removal under 28 U.S.C. § 1446, and all applicable rules.

IV.

Conclusion

20. For the foregoing reasons, State Farm respectfully requests this Court assume full jurisdiction over the Action herein as provided by law. State Farm intends no admission of liability by this Notice, and expressly reserves all defenses, motions, and pleas, including, without limitation, objections to the sufficiency of Plaintiff's pleadings.

Dated: Uniondale, New York
October 17, 2023

Respectfully submitted,
RIVKIN RADLER LLP

By: /s/ Michael A. Troisi

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